

**August 23, 2010**

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ALISHA MCCULLOUGH  
STATE CONTRACT PROCUREMENT SUPERVISOR  
302-857-4556

SUBJECT: AWARD NOTICE # 3 – Effective September 1, 2010  
**CONTRACT NO. GSS08129-PLUMBING**  
MISCELLANEOUS PLUMBING SUPPLIES

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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This contract shall be valid for a one (1) year period from August 1, 2008 through July 31, 2009. The contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

**This contract has been renewed for an additional year, through July 31, 2010, under the same pricing, terms and conditions.**

**This contract has been extended for an additional one (1) month period and will remain in effect until August 31, 2010 under the same terms and conditions.**

**This contract has been extended for an additional one (1) month period and will remain in effect until September 30, 2010 under the same terms and conditions.**

### **3. VENDOR:**

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Penco Corporation  
1503 W. Stein Hwy.  
PO Box 690  
Seaford, DE 19973  
Contact: Mr. Paul Birch  
[pbirch@pencocorp.com](mailto:pbirch@pencocorp.com)  
Telephone: 800-727-7362  
Fax: 302-629-2601  
Fed. EI #51-0062825

### **4. SHIPPING TERMS:**

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F.O.B. destination.

### **5. DELIVERY AND PICKUP:**

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The vendor covers the contract in all zones.  
Delivery for Specialty Items: 7 days ARO  
NO minimum delivery – NO minimum delivery charges.

## 6. PRICING:

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Prices will remain firm for the term of the contract year.

<u>Manufacturer</u>	<u>List Price Sheet/Catalogue/Date</u>	<u>% Off List Price Discount (-x%)</u>
Conbraco	BVPL9000 4/16/07	29%
Sloan	WLP-2006 7/3/06	39%
Anvil	PF-MI 3.08 3/3/08	74%
Moen	MF 36 2/1/08	44%
Bemis	FEB. 1, 2008	32%
Watts	PL-WR0719 6/18/07	29%
Jones Stephens	3/4/08	
	SECTION B	34%
	SECTION T	34%
	SECTION D	
	3/8 & 1/2 CP NIPPLE	64%
Trenton	06DF6 6/5/06	79%
Trenton	06N9 9/5/06	94%
Lasco	SCH40 3/26/08	57%
ASAHI/American	#42A	
	Discount F	56%
American Valve	PLO51 12/5/05	34%
Charlotte	PVC-208 2/11/08	57%
Mission Rubber	MR56 10/1/07	57%
Elkhart	C-150 1/11/08	66%
	W-150 1/11/08	66%
Nibco	BIDV-1207 12/3/07	49%

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING:**

The contractor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

### **12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

### **13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

### **14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

### **SCOPE OF WORK DETAILS:**

#### **15. INVOICE AUDITING:**

The State retains the right to Audit any invoice to insure that the contractor is complying with the terms of the agreement. The contractor is expected to retain pertinent records in order to satisfy all inquiries from an Auditor.

#### **16. SPECIALTY ITEMS:**

Specialty Items are items that are not used on a day to day basis. They are not stock and must be specially ordered. The number of days After Receipt of Order for specialty items shall be 7 days.

#### **17. GENERAL PLUMBING SUPPLIES:**

General plumbing supplies are items that are used on a daily basis i.e., piping, fittings, ball valves, etc.; items that are stocked. Delivery or pick-up will within twenty-four (24) hours After Receipt of Order (ARO).

#### **18. ACCOUNT MANAGEMENT:**

Once an account has been identified as being eligible to access the contract, the contractor is expected to be able to correctly apply the appropriate pricing schedule to all invoices for that account. The vendor is required to designate one inside representative to service all of the State accounts to insure the uniform pricing.

## **19. DELIVERY:**

All items with the exception of Specialty Items, shall be delivered within twenty-four (24) hours ARO. In the event of an emergency, item shall be delivered within two (2) hours or be available for immediate pick up. Delivery or pick up shall be determined by the ordering agency. Contractor must provide the part number, full description, and price on each packing slip. Each item must be individually labeled with part number.

**NOTE:** 1. Emergencies will be determined by the ordering agency.  
2. The agency involved may specify that a 24 hour delivery is not required.  
This is at the discretion of the ordering agency.

## **20. EXCLUSIVE DISTRIBUTION RIGHTS:**

The contractor does not have exclusive distribution rights for any manufacturers included in this contract.

## **21. ZONES:**

To better facilitate delivery and service to end users, the areas covered by this contract are zoned as follows:

Zone 1:	All of New Castle County north of the C & D Canal.
Zone 2:	South of the C & D Canal and all of Kent County.
Zone 3:	Sussex County

## **22. WAREHOUSE:**

Warehouses locations and contact information for this contract are:

Zone 1:	121 Sandy Drive Newark, DE 19713 Contact: George Finn	Telephone: 302-738-3212 800-688-7362
Zone 2:	2000 S. DuPont Hwy. Camden, DE 19934 Contact: David Blades	Telephone: 302-698-3108 877-727-9188
Zone 3:	1503 Stein Hwy. Seaford, DE 19973 Contact: David Jones	Telephone: 302-629-7911 800-727-7362
	37492 Oyster House Rd. Rehoboth Beach, DE 19971 Contact: Brad Jester	Telephone: 302-227-9188

## **CATALOGS & PRICE LIST:**

The contractor will provide catalogs, to agencies, of in-stock items and the price of each item, upon request.

## **23. MINIMUM ORDERS:**

There shall be no minimum order requirements for over the counter purchases or for delivery.